

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE W00B0012		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 26 OCT 2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
LOS ANGELES DISTRICT, CORPS OF ENGINEERS P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓) 9A. AMENDMENT OF SOLICITATION NO. X DACW09-00-B-0012 9B. DATED (SEE ITEM 11) 15 NOV 2000 (BID OPENING) 10A. MODIFICATION OF CONTRACTS/ORDER NO. 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

LOWER FLAMINGO DIVERSION CHANNEL (El Camino Road to Tropicana Detention Basin), CLARK COUNTY, NEVADA

****The BID OPENING DATE is hereby changed from 08 NOVEMBER 2000 to 15 NOVEMBER 2000.****

1. Replace Section 00010, Solicitation, Offer, and Award (SF 1442) and Bidding Schedule with Enclosure No. 1
2. Replace Section 00100, Bidding Schedule/Instruction to Bidders with Enclosure No. 2.
3. Replace Section 00600, Representations & Certifications with Enclosure No. 3.
4. Replace Section 00800, Special Contract Requirements with Enclosure No. 4.
5. Replace Section 00850, Rates of Wages with Enclosure No. 5.
6. Replace Section 01200, General Requirements with Enclosure No. 6.

- - continued on back of page - -

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	


7. Replace Section 01270, Measurement and Payment with Enclosure No. 7
8. Add Figure 1 and Figure 2 to Section 01451, Contractor Quality Control with Enclosure No. 8.
9. Replace Drawings (District File Numbers): 196/621, 196/622, 196/623, 196/624, 196/625, 196/626, 196/627, 196/628, 196/629, 196/630, 196/631, 196/632, 196/633, 196/634, 196/635, 196/636, 196/637, 196/638, 196/641, 196/642, 196/643, 196/644, 196/646, 196/651, with Enclosure No. 9.

9 Encls:

1. Section 00010, Solicitation, Offer, and Award (SF 1442) and Bidding Schedule
2. Section 00100, Bidding Schedule/Instruction to Bidders
3. Section 00600, Representations & Certifications
4. Section 00800, Special Contract Requirements
5. Section 00850, Rates of Wages
6. Section 01200, General Requirements
7. Section 01270, Measurement and Payment
8. Section 01451, Contractor Quality Control, Figure 1 and Figure 2
9. Drawings (District File Numbers): 196/621, 196/622, 196/623, 196/624, 196/625, 196/626, 196/627, 196/628, 196/629, 196/630, 196/631, 196/632, 196/633, 196/634, 196/635, 196/636, 196/637, 196/638, 196/641, 196/642, 196/643, 196/644, 196/646, 196/651

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW09-00-B-0012	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 8/18/00	PAGE OF PAGES 1 131

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81EYN-0174-9713	6. PROJECT NO.
7. ISSUED BY US ARMY CORPS OF ENGINEERS, L.A. DISTRICT CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES, CA 90053-235	CODE DACW09	8. ADDRESS OFFER TO SEE ITEM 7
9. FOR INFORMATION CALL: 	A. NAME SANDRA OLIVER-HALL	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (213) 452-3243

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

LOWER FLAMINGO DIVERSION CHANNEL, (EL CAMINO ROAD TO TROPICANA DETENTION BASIN),
CLARK COUNTY, NEVADA

THE ESTIMATED COST OF THIS ACQUISITION IS \$10,000,000 TO \$25,000,000.

THE PROJECT CONSISTS OF CONSTRUCTION OF APPROXIMATELY 2,620 METERS OF CHANNEL TO INCLUDE RECTANGULAR REINFORCED CONCRETE CHANNEL; TRAPEZOIDAL REINFORCED CONCRETE CHANNEL; REINFORCED BOX CULVERTS; CHANNEL TRANSITION STRUCTURES, 1 LATERAL CONFLUENCE, 2 INVERT ACCESS RAMPS; SIDE DRAINS; AGGREGATE BASE COURSE/ASPHALT PAVEMENT ROADS, RELOCATION OR WATER AND SEWER UTILITIES, CHAIN LINK FENCE; SAFETY RAILS AND INCIDENTALS. EXCAVATION CONSIST OF EXCAVATION, COMPACTED FILL AND DISPOSAL OF EXCESS EXCAVATED MATERIALS TO MANDATORY DISPOSAL SITES.

BIDDERS ARE ADVISED THAT THE PROJECT MAY BE DELAYED, CANCELLED OR REVISED AT ANY TIME DURING THE SOLICITATION, SELECTION AND/OR FINAL AWARD PROCESS.

11. The Contractor shall begin performance within 10 calendar days and complete it within 360 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See SECTION 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 P.M. (hour) local time 11/15/00 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)


15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CAGE CODE NO.: _____ DUNS NO.: _____

CODE _____ FACILITY CODE _____

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS  SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 Copies unless otherwise specified)ITEM 

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C 2304(c) () ☐ 41 U.S.C 253(c) ()

26. ADMINISTERED BY

CODE _____

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TRAFFIC CONTROL	1.00	Lump Sum	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DIVERSION AND CONTROL OF WATER	1.00	Lump Sum	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CLEAR SITE AND REMOVE OBSTRUCTIONS	1.00	Lump Sum	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0004	EXCAVATION	175,500.00	Cubic Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0005	COMPACTED FILL, CHANNEL	53,800.00	Cubic Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0006	COMPACTED FILL, DISPOSAL SITE	157,700.00	Cubic Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0007	CONCRETE, INVERT SLAB	7,470.00	Cubic Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0008	CONCRETE, WALLS	6,062.00	Cubic Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	CONCRETE, SIDE SLOPE	103.00	Cubic Meter	\$_____	\$_____

***DENOTES CHANGE,**
 DACW09-00-B-0012
 ENCLOSURE NO. 1 TO AMENDMENT NO. 0003

ITEM NO 0010	SUPPLIES/SERVICES CONCRETE CUT-OFF WALL	QUANTITY 47.00	UNIT Cubic Meter	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0011	SUPPLIES/SERVICES CONCRETE OVERFLOWS	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0012	SUPPLIES/SERVICES TRAPEZOIDAL TO RECTANGULAR TRANSITION STA 11+20.000 TO STA. 11+80.000	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0013	SUPPLIES/SERVICES BOX CULVERT @ DECATUR BLVD. STA. 14+57 TO STA. 16+38.00	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0014	SUPPLIES/SERVICES INVERT ACCESS RAMP STA. 18+14.686 TO STA. 18+77.224	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0015	SUPPLIES/SERVICES BOX CULVERT @ RUSSELL ROAD STA. 20+15.000 TO STA. 20+82.000	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT
ITEM NO 0016	SUPPLIES/SERVICES BOX CULVERT @ LINDELL ROAD STA. 25+90.000 TO STA. 26+35.000	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT
ITEM NO 0017	SUPPLIES/SERVICES INVERT ACCESS RAMP STA. 31+30.000 TO STA. 31+82.773	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0018	SUPPLIES/SERVICES CONFLUENCE / INVERT TRANSITION STA. 32+36.570 TO STA. 32+94.570	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE \$_____	AMOUNT \$_____

**DENOTES CHANGE ,*

DACW09-00-B-0012

ENCLOSURE NO. 1 TO AMENDMENT NO. 0003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1.00	Lump Sum	\$_____	\$_____
	BOX CULVERT @ JONES BLVD. STA. 33+63.526 TO STA. 34+13.632				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1.00	Lump Sum	\$_____	\$_____
	JONES LATERAL STA. 5+88.425 TO STA. 7+32.923				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0021		1,022.00	Metric Ton	\$_____	\$_____
	REINFORCING STEEL				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0022		3,310.00	Metric Ton	\$_____	\$_____
	AGGREGATE BASE COURSE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0023		1,987.00	Metric Ton	\$_____	\$_____
	ASPHALTIC CONCRETE PAVEMENT				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		780.00	Metric Ton	\$_____	\$_____
	STONE PROTECTION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0025		120.00	Cubic Meter	\$_____	\$_____
	GROUTING STONE PROTECTION				

THIS ITEM IS DELETED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		1.00	Lump Sum	\$_____	\$_____
	WEEPHOLE SYSTEM				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027		1.00	Lump Sum	\$_____	\$_____
	INVERT ACCESS LADDERS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 13+41.000 LT.				

***DENOTES CHANGE**

DACW09-00-B-0012

ENCLOSURE NO. 1 TO AMENDMENT NO. 0003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 15+00.000 RT.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 20+31.000 RT.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 20+56.076 LT.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 25+87.000 RT.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 29+97.000 RT.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		1.00	Lump Sum	\$_____	\$_____
	SIDE DRAIN, STA. 31+17.500 RT.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		1.00	Lump Sum	\$_____	\$_____
	ROAD DETOURS @ DECATUR BLVD.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036		1.00	Lump Sum	\$_____	\$_____
	UTILITIES @ DECATUR BLVD.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		1.00	Lump Sum	\$_____	\$_____
	ROAD DETOURS @ LINDELL B LVD.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038		1.00	Lump Sum	\$_____	\$_____
	UTILITIES @ LINDELL BLVD.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039		1.00	Lump Sum	\$_____	\$_____
	ROAD DETOURS @ JONES BLVD.				

**DENOTES CHANGE*

DACW09-00-B-0012

ENCLOSURE NO. 1 TO AMENDMENT NO. 0003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	UTILITIES @ JONES BLVD.	1.00	Lump Sum	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	UTILITIES @ RUSSELL ROAD	1	Lump Sum	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0042	CHAIN LINK FENCE	3,177.00	Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0043	PIPE SAFETY RAILING	4,480.00	Meter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*0044	DOUBLE SWING GATES	6.0	Each Per Month	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	SOIL STABILIZER	126,400.00	Square Meter	\$_____	\$_____

TOTAL ESTIMATED AMOUNT					\$_____
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**DENOTES CHANGE*

BIDDERS NOTES

CLAUSES INCORPORATED BY FULL TEXT

1. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.

2. If a modification to a bid based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the Price Schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Price Schedule.

3. Prices must be submitted on all individual items of the Price Schedule, otherwise the bid will be considered non-responsive and will be rejected.

4. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the bidder:

- a. Obviously misplaced decimal points will be corrected;
- b. In case of discrepancy between the unit price and the extended price, the unit price will govern;
- c. Apparent errors in extensions of unit prices will be corrected;
- d. Apparent errors in addition of lump sum and extended prices will be corrected.

5. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends the bid to be evaluated on the basis of unit prices the totals arrived at by the resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

6. The lump sum "LS" line items in the Price Schedule are not "Estimated Quantity" line items and are not subject to the "Variation in Estimated Quantity" contract clause.

7. The Contract Clause 52.232-27, "Prompt Payment for Construction Contracts" requires that the name and address of the contractor official, to whom payment is to be sent, be the same as that in the contract or in a proper Notice of Assignment.

8. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his authority, may take formal action on this contract when the Principal Contracting Officer is unavailable and the action needs to be taken.

9. Amounts and prices shall be indicated in either words or figures, NOT BOTH.

10. Payment of Electronic Funds Transfer (EFT) is the mandatory method of payment. The Contractors attention is directed to Contract Clause NO. 52.232-33 "Mandatory Information for Electronic Funds Transfer" located in Section 00800.

11. The bidder shall distribute his indirect costs (overhead, profit, bond, etc.,) over all items in the Price Schedule. The Government will review all submitted Price Schedules for any unbalancing of the items. Any submitted Price Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for contract award.

12. The bidder shall furnish all plant, labor, material, equipment, etc., necessary to perform all work in strict accordance with the terms and conditions set forth in the contract in include all attachments thereto.

13. Some quantities are ESTIMATED, the bidders prices MUST BE FIRM.

14. Bidder is cautioned to check his Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they should be round off to the second decimal point only NOT EXTENDED FUTHER.

15. At the formal bid opening for this solicitation, all hand carried bids submitted prior to 12:45 p.m. on the bid opening date will be accepted in ROOMS 1035 AND 1040 by available personnel. For the time period 12:45p.m. to 1:00 p.m., bids must be submitted to 1035 (bid opening room), to the bid opening officer only. Bids will not be accepted by any other personnel or at any other location. No bid will be accepted after 1:00 p.m. the official bid opening time will be THE CLOCK POSTED ON THE WALL IN THE BID OPENING ROOM (1035).

16. PLEASE NOTE: Contractor is required to fill in Cage code (Reference Section 00600, entitled "Required Central Contractor Registration" Mar 1998) and DUNS Number (Reference Section 00600, entitled, "Data Universal Numbering System (DUNS) Number" Jun1999) in Block No. 15 on Standard Form 1442, Name and Address Block (Cage Code under Code and DUNS No. under Facility Code respectively).

17. The Government contemplates award on one contract to the responsive, responsible bidder who submits the low bid for the total of all the items in the Price Schedule.

***18. CONTRACTOR PLEASE NOTE: If the successful low bidder on this project is a Large Business they are required to submit a subcontracting plan to the Contracting Officer within 48 hours of written/oral request. The Corps of Engineers subcontracting goals are 62% of the amount to be subcontracted should be placed with small business, of which 10% should be with small disadvantaged business, 5% with woman owned small business and 1.5% for hub zone subcontracting and if applicable, 5.5% to Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).**

***DENOTES CHANGE**

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*DENOTES CHANGE

CLAUSES INCORPORATED BY FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

THE SITE VISIT WILL BE CONDUCTED ON 31 AUGUST 2000 (THURSDAY) AT 10:00 A.M. AT THE INTERSECTION OF RUSSELL ROAD AND EDMOND STREET, LAS VEGAS, NEVADA. POINT OF CONTACT IS: ROB CASKIE, (&02) 252-4160

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:
Mrs. Patricia Trainer
c/o Sandy Hall
P.O. Box 532711, CESPL-CT-P
Los Angeles, California 90053-2325

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

DACW09-00-B-0012

ENCLOSURE NO. 2 TO AMENDMENT NO. 0003

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
13.9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Clark County, Nevada**.

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Sandy Hall
(213) 452-3243

For bid results only, call (213) 452-3235.

(2) All technical questions on the specification or drawings will be submitted in writing to:

Address:

USAED – L.A. District
P.O. Box 532711, CESPL-CT-P, Sandy Hall
Los Angeles, California 90053-2325.

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.228-4507 BID GUARANTEE FORM AND AMOUNT

When bids/proposals exceed \$100,000, the offeror shall furnish a separated bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be a least 20 percent of the "bid price" but shall not exceed \$3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are option line items on the Pricing Schedule (Schedule B), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

52.228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS

Bidder/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

52.0214-4584 FACSIMILE BIDS/OFFERS

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.0214-4583 TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

52.0214-4500 ARITHMETIC DISCREPANCIES EFARS 52.214-5000

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

(1) Obviously misplaced decimal points will be corrected;

- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.0001-4004 BID RESULTS

The telephone number for bid results after the opening is Area Code (213) 452-3235.

52.0214-4002

52.0214-4002 DIRECTIONS FOR SUBMITTING BIDS

(a) Envelopes containing bids, bid guarantees, etc., must be sealed, marked and addressed as follows:

TO: US ARMY ENGINEER DISTRICT, LOS ANGELES

ATTN: CESPL-CT-P

P.O. BOX 532711

LOS ANGELES, CA 90053-2325

Bid under IFB No. **DACW09-00-B-0012**

*Bid Opening Date: **15 NOVEMBER 2000**

(b) Hand carried bids shall be deposited at US Army Engineer District, Los Angeles, **911 Wilshire Blvd., Suite 1040, Los Angeles, Ca 90017** prior to the time and date set for opening of bids.

(c) Telegraphic Modifications to Bids should be addressed to:

US Army Engineer District, Los Angeles
Procurement Branch
911 Wilshire Blvd., Suite 1040
Los Angeles, Ca 90017

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

**DENOTES CHANGE*

DACW09-00-B-0012

ENCLOSURE NO. 2 TO AMENDMENT NO. 0003

Component means any article, material, or supply incorporated directly into construction materials.
 Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: N/A [Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction

materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

SECTION 00600 Representations & Certifications

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*DENOTES CHANGE

CLAUSES INCORPORATED BY FULL TEXT

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that

owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

***52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **23499**

(2) The small business size standard is **\$27.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) *Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(5) *Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

© Definitions.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(6).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

***DENOTES CHANGE**

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE II (OCT 2000)

(6) *Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision. The offeror shall check the category in which its ownership falls:*

_____ Black American
 _____ Hispanic American
 _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 _____ Asian-Pacific American (persons with origins from Burma Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal).
 _____ Individual/concern, other than on of the preceding.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

SECTION 00800 Special Contract Requirements

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*DENOTES CHANGE

CLAUSES INCORPORATED BY FULL TEXT

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Surveys, Auger borings and Test Borings.

(a) Weather conditions - the contractor shall satisfy himself/herself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.

(b) Transportation facilities – the contractor shall make his/her own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitation thereon shall not become a basis for a claim against the Government or extension of time for completion of the work.

(d) N/A

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 35 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(End of Clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum

quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefore. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one

year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution is suing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the

expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced

item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of **\$1,350.00** for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **360 calendar days after the contractor receives the Notice to Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.249-4001 BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.³

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense

rate.

(End of Statement)

52.236-4001 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1996)
EFARS 52.236-5000

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the surveyor to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting officer.

***52.232-4001 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) EFARS 52-232-5002**

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of **\$7,500,000.00** has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payment beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payment in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing and administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under

***DENOTES CHANGE**

the terms of this contract and would have been made except for exhaustion of funds. Interest shall be

computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

52.0001-4001 CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325

ATTN: Ms. Tina Davis -Frazier
Telephone No: Area Code (213) 452-3252

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Submit Invoices to:

Refer to Block 26 of the Standard Form 1442, "Solicitation, Offer and Award", which will be filled in at time of award.

52.231-4001 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFARS 52-231-5000

(a) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series

for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region VII. Working conditions shall be considered to be average for determining equipment rates using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

(c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs of pricing data submitted are accurate, complete and current.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names

and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS. (DEC 1991)

(a) The Government --

(1) Will not provide the Contractor, any sets of plans and specifications. The plans and specifications are provided by CD-ROM.

(b) The Contractor shall --

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File and Drawing No.

SEE DRAWING LIST

End of Provision

BRS Document Viewer

General Decision Number NV000005

General Decision Number NV000005

Superseded General Decision No. NV990005

State: Nevada Construction Type:

HEAVY

HIGHWAY

County(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Except construction projects at the NEVADA TEST SITE and TONOPAH TEST RANGE) (and Excluding Water Well Drilling)

Modification Number Publication Date

0 02/11/2000

1 09/29/2000

COUNTY(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

CARP0034L 07/01/1998

	Rates	Fringes
CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE PINE COUNTIES		
DIVER STANDBY	27.65	12.425
DIVER WET	38.90	12.425
DIVER TENDER	27.65	12.425
PILE DRIVERS:		
(Bridge, Warf & Dock Builders)	25.65	12.425

* CARP0971E 07/01/2000

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE.		
CARPENTERS	24.70	5.25

CARP1780A 07/01/1999

	Rates	Fringes
CLARK, ESMEALDA, LINCOLN AND NYE COUNTIES		
CARPENTERS:		
30 Mile radius around		
Las Vegas (Measured from the intersection of Maryland Parkway and Charleston Blvd.)	27.18	7.65
30 to 50 Mile radius around		
Las Vegas (same as above)	28.68	7.65

Over 50 mile Mile radius around Las Vegas (same as above)	30.43	7.65
Laughlin Area	29.18	7.65

ELEC0357F 06/01/1999

	Rates	Fringes
CLARK, LINCOLN, AND NYE (South of the Mt. Diablo Base Line) COUNTIES		
ELECTRICIANS	26.95	9.21+3%
CABLE SPLICERS	27.28	9.21+3%

ELEC0357G 07/01/1997

	Rates	Fringes
CLARK, LINCOLN, AND NYE COUNTIES LINE CONSTRUCTION WORKERS:		
Area bound by a 30 mile radius from the intersection of Main Street and Fremont Street in Las Vegas (Free Area)		
Groundman	17.98	5.95+3%
Line Equipment Operators	21.86	5.95+3%
Lineman	24.45	5.95+3%
Area between a 30 mile radius and 60 mile radius from Main and Fremont Streets		
Groundman	18.98	5.95+3%
Line Equipment Operators	22.86	5.95+3%
Lineman	25.45	5.95+3%
Area Over 60 mile radius from Main and Fremont Streets		
Groundman	20.98	5.95+3%
Line Equipment Operators	24.86	5.95+3%
Lineman	27.45	5.95+3%

ELEC0401F 12/01/1998

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTYS.		
ELECTRICIANS:		
ELECTRICAINS	24.00	5.95+3%
CABLE SPLICER	26.40	5.95+3%

ELEC0401G 02/01/1993

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINES COUNTYS.		
LINE CONSTRUCTION:		
Lineman	21.74	5.34+3-3/4%
Cable Splicer	23.91	5.34+3-3/4%
Equipment Operator	19.57	5.34+3-3/4%
Groundman	14.13	5.34+3-3/4%

ENGI0012H 08/01/1999

	Rates	Fringes
HYDRAULIC SUCTION AND CLAMSHELL DREDGES		
Leverman	34.20	8.00

Deck Captain	31.30	8.00
Dozer	30.73	8.00
Watch Engineer, Welder and Deckmate	30.62	8.00
Winchman (Stern Winch) (on dredge)	30.07	8.00
Deckhand (can operate anchor scow under direction of mate), Bargeman	29.53	8.00
Barge mate	30.14	8.00

ENGI0012J 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA LINCOLN AND NYE COUNTIES		
POWER EQUIPMENT OPERATORS:		
Group 1	27.94	7.95
Group 2	28.89	7.95
Group 3	29.18	7.95
Group 4	29.82	7.95
Group 5	30.92	7.95
Group 6	30.04	7.95
Group 7	30.15	7.95
Group 8	31.25	7.95
Group 9	30.27	7.95
Group 10	33.37	7.95
Group 11	30.44	7.95
Group 12	30.54	7.95
Group 13	30.57	7.95
Group 14	30.65	7.95
Group 15	30.77	7.95
Group 16	30.94	7.95
Group 17	31.04	7.95
Group 18	31.15	7.95
Group 19	31.27	7.95
Group 20	31.44	7.95
Group 21	31.54	7.95
Group 22	31.66	7.95
Group 23	31.77	7.95
Group 24	31.94	7.95
CRANES, PILEDRIVING & HOISTING EQUIPMENT		
Group 1	28.44	7.95
Group 2	29.39	7.95
Group 3	29.68	7.95
Group 4	29.82	7.95
Group 5	30.04	7.95
Group 6	30.15	7.95
Group 7	30.27	7.95
Group 8	30.44	7.95
Group 9	30.61	7.95
Group 10	31.61	7.95
Group 11	32.61	7.95
Group 12	33.61	7.95
Group 13	34.61	7.95
TUNNEL GROUP:		
Group 1	28.89	7.95
Group 2	30.18	7.95
Group 3	30.32	7.95

Group 4	30.54	7.95
Group 5	30.65	7.95
Group 6	30.77	7.95
Group 7	31.07	7.95

From the City Hall of Las Vegas

20 Miles to 40 Miles - add \$1.50 per hour to wage rates

40 Miles to 60 Miles - add \$2.50 per hour to wage rates

Over 60 Miles - add \$3.00 per hour to wage rates

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Bargeman, brakeman, compressor operator (when more than five (5) 900 CFM or larger units, additional operator required), ditch witch, with eat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signalman, switchman

GROUP 2: Asphalt - rubber plant operator, concrete mixer operator - skip type, conveyor operator, fireman, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (when wheel type up to 3/4 yd. without attachment), soils field technician, tar pot fireman, temporary heating plant operator, trenching machine operator

GROUP 3: Asphalt - rubber blend operator, equipment greaser (rack), ford ferguson (with dragtype attachments), helicopter radioman (ground), power concrete curing machine operator, power concrete saw operator, power - driven jumbo form setter operator, stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman, backhoe operator (mini-max or similar type), boring machine operator, boxman or mixerman (asphalt or concrete), chip spreading machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), equipment greaser (grease truck), guard rail post driver operator, highline cableway signalman, hydra-hammer-aero stomper, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment Greaser (Grease Truck)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrickman (oilfield type), drilling machine operator, bucket or auger types (Caldwell 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator, hydrographic seeder machine operator (straw, pump or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar type), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber - tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven

hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tugger hoist operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type - 1 screedman required), Asphalt -rubber distributor operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Caldwell 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, heavy-duty repairman, kalamazoo ballast regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skipload operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, oiler required)

GROUP 8: Heavy duty repairman

GROUP 9: Drilling machine operator, bucket or auger types (Caldwell 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds.), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar pugmill equipment)

GROUP 10: Dynamic compactor LDC350 (or similar types)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Caldwell, auger 20 CA or similar types - Watson auger 6000 or similar types - drilling depth of 175' maximum), hoe ram or similar with

compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator, wheel excavator operator

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck),

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted (oiler required when boom over 105' or 36 meters), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS:

GROUP 1: Engineer oiler; Fork lift operator (under 5 tons capacity)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Fork lift operator (over 5 tons); Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guyderrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Tower crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc)

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorman (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons); Welder - general

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy duty repairman - welder combination

GROUP 7: Tunnel mole boring machine operator

ENGI9993D 07/01/1998

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON CITY

POWER EQUIPMENT OPERATORS

(Except Piledriving and Steel Erection)

AREA 1:

	Rates	Fringes
Group 1A	23.78	7.86
Group 2	24.31	7.86
Group 3	24.58	7.86
Group 4	25.32	7.86
Group 5	25.62	7.86
Group 6	25.79	7.86
Group 7	26.04	7.86
Group 8	26.63	7.86
Group 9	26.95	7.86

Group 10	27.30	7.86
Group 10A	27.49	7.86
Group 11	27.73	7.86
Group 11A	29.37	7.86
Group 11B	30.18	7.86

PILED RIVING

AREA 1:

Group 1	33.07	7.86
Group 2	27.13	7.86
Group 3	25.21	7.86
Group 4	31.55	7.86
Group 5	26.92	7.86
Group 6	25.01	7.86
Group 7	30.10	7.86
Group 8	26.70	7.86
GROUP 9	24.78	7.86
Group 10	28.59	7.86
Group 11	27.48	7.86
Group 12	26.37	7.86
Group 13	25.41	7.86
Group 14	24.45	7.86

STEEL ERECTION

AREA 1:

Group 1	33.62	8.56
Group 2	27.45	8.56
Group 3	25.49	8.56
Group 4	32.11	8.56
Group 5	27.20	8.56
Group 6	25.28	8.56
Group 7	30.87	8.56
Group 8	26.98	8.56
Group 9	26.65	8.56
Group 10	25.06	8.56
Group 11	29.14	8.56
Group 12	28.04	8.56

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,
MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY
(EXCLUDING PILED RIVING AND STEEL ERECTION)

GROUP 1A: Oiler; Partsman (heavy duty repair shop partsroom
when needed).

GROUP 2: Compressor; Material Loader and/or Conveyor (handling
building materials); Pump Operator

GROUP 3: Bobcat or similar loader (1/4 cu. yd. or less);
Concrete Curing Machines (streets); Conveyor belt operator;
Forklift (under 20 ft.); Engineer Generating plant (500 K.W.);
Mixer box operator (concrete plant); Motorman; Rotomist Operator;
Screedman (except asphaltic or concrete paving); Oiler (truck
crane)

GROUP 4: Concrete mixer, skip type; Dinky; Forklift (20' and
over) or Lumber stacker; Ross Carrier; Skip Loader (under 1 cu.
yd); Tie Spacer.

GROUP 5: Concrete mixer (over 1 cu. yd); concrete pumps or
pumpcrete guns; Elevator and material Hoist (1 drum); Groundman
for Asphalt Milling and similar.

GROUP 6: Auger type drilling equipment up to and including 30
ft. depth digging capacity m.r.c.; Boom Truck or Dual Purpose "A"

Frame Truck; B.L.H. Lima road pactor or similar; Chip box spreader (flaherty type or similar); Concrete batch plant (wet or dry); Concrete saws (highways, streets, airports, canals); Locomotive (over 30 tons); Lubrication and service engineer (mobile & grease rack); Maginnis international full slab vibrator (airports, highways, canals, warehouses); Mechanical finishers (concrete)(clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt); Pavement breaker, truck mounted, with compressor combination; Pavement breaker or tamper (with or without compressor (combination); Power Jumbo (setting slip-forms, etc. in tunnels); Roller (except asphalt); Self-propelled tape machine; Self-propelled compactor (single engine); Self-propelled power sweeper; slip form pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms); Small Rubber-tired Tractors; Snooper Crane, Paxton-Mitchell or similar; Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

GROUP 7: Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.; Compressor (over 2); Concrete conveyor or concrete pump, truck equipment mounted (boom length to apply); Concrete conveyor, building site; Drilling and boring Machinery, vertical and horizontal (not to apply to waterliners, wagon drills or jackhammers); Crusher Plant Engineer; Generators; Kolman Loader; Material Hoist (2 or more drums); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); (Screedman required); Mine or shaft hoist; Pipe bending machines (pipelines only); Pipe cleaning machines (tractor propelled and supported); Pipe wrapping machines (tractor propelled and supported); Portable crushing and screening plants; Post driller and/or driver; Pumps (over 2); Roller operator (asphalt); Screedman (except asphaltic or concrete paving; Screedman (Barber-Green and similar)(Asphaltic or concrete paving); Self-propelled boom-type lifting device (center amount) (10 ton capacity or less); Slusher; Soil tester (certified); Soils and material tester; Surface heater and planer; Trenching machine (maximum digging capacity 3 feet depth); Truck type loader; Welding machines (gasoline or diesel).

GROUP 8: Asphalt milling Machine; Asphalt plant engineer; Cast-in-place pipe laying machine; Combination slusher and motor op.; Concrete batch plant (multiple units); Dozer Operator; Drill doctor; Elevating grader; Gradesetter, Grade checker; Grooving and grinding machine (highway); Heavy duty repairman and/or welder; Ken-seal; Loader (up to and including 2 1/2 cu. yds.); Mechanical trench shield; Mixermobile; Push cats; Road oil mixing machine (wood-mixer and other similar pugmill equipment); Rubber-tired earth-moving equipment (up to and including 35 cu. yds."struck" M.R.C. Euclid, T-pulls, DW's 10, 20, 21, and similar); Self-propelled compactor with dozer; Hyster 450 or cat 825 or similar; Sheepfoot; Small tractor (with boom); Soil stabilizer (P & H or equal); Timber skidder (rubber-tired and/or similar equipment); Tractor-drawn scraper; Tractor; Tractor-mounted compressor drill combination; Trenching machine (over 3 feet depth); Tri-batch paver; Tunnel badger or tunnel boring machine; Tunnel mole boring machine; Vermeer T-600b rock cutter.

GROUP 9: Chicago boom; Combination backhoe and loader (up to and

including 3/8 yard); Combination mixer and compressor (gunite); Lull hi-lift (20 feet or over); Mucking machine; Sub-grader (gurries or other types); Tractor (with boom) (D6 or larger); Track-laying-type earthmoving machine (single engine with tandem scrapers).

GROUP 10: Boom-type backfilling machine; Bridge crane; Carylift or similar; Chemical grouting machine; Derricks (two (2) Group 10 operators required when swing engine remote from hoist); Derrick barges (except excavation work); Euclid loader and similar types; Heavy-Duty rotary drill rigs; Lift-slab (vagtborg and similar types); Loader (over 2 1/2 cu yds. up to and including 4 cu. yds); Locomotive (over 100 tons) (single or multiple units); Multiple-Engine earth-moving machines (euclid, dozers, etc.); Pre-stress wire-wrapping machine; Rubber-tyred scraper, self-loading; Single-engine scraper (over 35 cu. yds); Shuttle car (reclaim station); Train loading station; Trenching machine multi-engine with sloping attachment (jefco or similar); Vacuum cooling plant; Whirley crane (up to and including 25 tons).

GROUP 10A: Backhoe (up to and including 1 cu. yd hydraulic); Backhoe (up to and including 1 cu. yd. cable); CMI dual lane auto-grader SP30 or similar; Cranes (not over twenty five (25) tons (hammerhead and gantry); Finish Blade; Gradalls (up to and including 1 cu. yd); Motor patrol; Power shovels, Clamshells, Draglines, Cranes (up to and including 1 cu. yd.); Rubber-tyred scraper, self-loading (twin-engine); Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons).

GROUP 11: Automatic asphalt or concrete slip-form paver; Automatic railroad car dumper; Canal trimmer; Cary lift, campbell or similar; Cranes (over 25 tons); Euclid loader when controled from the pullcat; Highline cableway operator; Loader (over 4 cu yds. up to and including 12 cu. yds.); Multi-Engine earthmoving equipment (up to and including 75 cu. yds. "struck M.R.C"); Multiple Engine Scrapers (when used to push pull); Power shovels, Clam-shells, Draglines, Backhoes, Gradealls (over 1 cu. yd. and up to and including 7 cu. yds. M.R.C.); Self-propelled Boom type lifting device (over 25 tons M.R.C.); Self-propelled Compactor (with multiplepropulsion power units); Single-engine rubber-tyred earthmoving machine (with tandem scraper); Slip-form paver (concrete or asphalt)(one (1) Operator and two (2) screedman); Tandem cats and scrapers; Tower crane mobile (including rail-mounted); Truck-mounted hydraulic crane when remote-control equipped (over 10 tons up to and including 25 tons); Universal Liebherr and tower cranes (and similar types)(in the erection, dismantling and moving of equipment there shall be an additional operating engineer at group 8 rates); Wheel excavator (up to and including 750 cu. yds. per hour); Whirley cranes (over 25 tons).

GROUP 11A: Band wagons (in conjunction with wheel excavators); Operator of helicopter (when used in construction work); Loaders (over 12 cu. yds.); Multi-engine earthmoving equipment (over 75 cu. yds. "struck" M.R.C.); Power shovels, Clamshells, Draglines, Backhoes and Gradalls (over 7 cu. yds. M.R.C.); Remote-controlled Earthmoving equipment; Wheel excavator (over 750 cu. yds. per hour)(two (2) Group 11A operators required).

GROUP 11B: Holland loader or similar or loader (over 18 cu. yds)

PILEDIVING CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clam-

shells over 7 cu. yds.; Self propelled boom type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons;

GROUP 2: Truck crane oiler.

GROUP 3: Oiler

GROUP 4: Derrick barge pedestal mounted 45 tons up to and including 100 tons; Clamshells up to and including 7 cu. yds; Self propelled boom type lifting device over 45 tons; Truck crane or crawler, land or barge mounted over 45 tons up to and including 100 tons.

GROUP 5: Truck crane oiler.

GROUP 6: Oiler

GROUP 7: Derrick barge pedestal mounted under 45 tons; self propelled boom type lifting device 45 tons and under; Skid/Scow Piledriver, any tonnage; (any assistance required shall be by an employee covered by this agreement); Truck crane or crawler, land or barge mounted 45 tons and under.

GROUP 8: Truck Crane oiler

GROUP 9: Oiler

GROUP 10: Forklift, 10 tons and over

GROUP 11: No current classification.

GROUP 12: Deck engineer

GROUP 13: No current classification

GROUP 14: Deckhand, Fireman

STEEL ERECTORS AND FABRICATORS

GROUP 1: Cranes, over 100 tons; Derrick over 100 tons, Self-propelled boom type lifting devices over 100 tons.

GROUP 2: Truck crane oiler.

GROUP 3: Oiler

GROUP 4: Cranes, over 45 tons up to and including 100 tons; Derrick 100 tons and under, Self-propelled boom type lifting device, over 45 tons; Tower Crane.

GROUP 5: Truck crane oiler.

GROUP 6: Oiler

GROUP 7: Cranes, 45 tons and under; Self propelled boom type lifting device, 45 tons and under

GROUP 8: Truck crane oiler

GROUP 9: Hydraulic

GROUP 10: Oiler

GROUP 11: Chicago boom; Forklift, 10 tons and over; Heavy Duty Repairman/Welder.

GROUP 12: Boom cat

AREA DEFININITIONS AND PAY RATES

AREA 1:

ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY COURTHOUSE OR THE WASHOE COUNTY COURHOUSE SHALL BE CONSIDERED FREE AREA.

AREA 2:

ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$1.50 PER HOUR ABOVE THE BASE RATE.

AREA 3:

ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$2.00 PER HOUR ABOVE THE BASE RATE.

AREA 4:

ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE

COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$3.00 PER HOUR ABOVE THE BASE RATE.

ENGI9993K 07/01/1997

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON CITY		

HYDRAULIC SUCTION & CLAMSHELL & DIPPER DREDGE

GROUP 1:

Area 1	31.04	11.89
Area 2	33.04	11.89

GROUP 2:

Area 1	26.08	11.89
Area 2	28.08	11.89

GROUP 3:

Area 1	24.96	11.89
Area 2	26.96	11.89

DREDGING CLASSIFICATIONS

GROUP 1:

Day Mate (Captain); Leverman/Operator

GROUP 2:

Booster Pump Operator, Deck Engineer, Deck Mate, Dredge Dozer; Dredge Tender; Heavy Duty Repairman; Watch Engineer; Winchman

GROUP 3:

Bargeman; Deckhand; Fireman; Leveehand; Oiler

AREA DEFININITIONS

AREA 1:

ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY COURTHOUSE OR THE WASHOE COUNTY COURTHOUSE SHALL BE CONSIDERED FREE AREA.

AREA 2:

ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE.

AREA 3:

ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE.

AREA 4:

ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE COURTHOUSE.

* IRON0027J 07/01/2000

	Rates	Fringes
ELKO, EUREKA, AND WHITE PINE COUNTIES		
IRON WORKERS:		
Fence Erectors: Machinery Movers		
Ornamental: Reinforcing. Rigger		
Structural	22.17	7.21

* IRON0155B 07/01/2000

	Rates	Fringes
CHURCHILL, CLARK, DOUGLAS, ESMEALDA, HUMBOLDT, LANDER, LINCOLN, LYON, MINERAL, NYE, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTIES		
IRONWORKERS:		
STRUCTURAL, ORNAMENTAL		
AND REINFORCING	24.83	13.675

FENCE ERECTORS (Excluding Clark County)	23.9429	13.675
--	---------	--------

LABO0169F 10/01/1999

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY		
Group 1	18.35	4.62
Group 1-A	15.48	4.62
Group 2	18.45	4.62
Group 3	18.60	4.62
Group 4	18.85	4.62
Group 5	19.15	4.62
Group 6	19.15	4.62
Group 7	18.85	4.62
Group 8	18.50	4.62
Group 9	13.19	4.62

From the Washoe County Courthouse

50 Miles to 150 Miles - add \$1.50 per hour to wage rates

150 Miles to 300 Miles - \$2.00 per hour to wage rates

Over 300 Miles - add \$3.00 per hour to wage rates

CLASSIFICATIONS

GROUP 1: All cleanup work of debris, grounds and building including windows and tile; dump or spotter (other than asphalt); general laborers; limber, brushloader and piler

GROUP 1-A: Flagmen

GROUP 2: Choker setter or rigger (clearing work only); Pittsburgh chipper and similar type brush shredders; concrete worker (wet or dry) all concrete work not listed in Group 3; crusher or grizzle tender; Guinea chaser (stake); panel forms (wood or metal) handling, cleaning and stripping of; loading and unloading of all rods and materials for reinforcing concrete; railroad track (builders); sloper; semi-skilled wrecker (salvaging of building materials other than those listed in Group 3).

GROUP 3: Asphalt workers (ironers, shoveler, cutting machine); buggymobile; chainsaw, faller, logloader and buckler; compactor (all types); concrete mixer, under 1/2 yd.; concrete pan work (breadpan type) (handling, cleaning, stripping); concrete saw, chipping, grinding, sanding, vibrator; cribbing, shoring, lagging, trench jacking, hand-guided lagging hammer; curbing or divider machine; curb setter (precast or cut); Ditching machine (hand-guided); driller's tender, chuck tender; form raiser, slip forms; grouting of concrete walls, windows and door jams; headerboard; jackhammer, pavement breaker, air spade; mastic worker (wet or dry); pipe wrapper, kettle, pot, and workers applying asphalt, Creosote and similar type materials; all power tools (air, gas or electric); post driver; riprap stonepaver and rock slinger, including placing of sack concrete, wet or dry; roto tiller; rigging and signaling in connection with laborers work, sandblaster, pot men; vibrascreed; skilled wrecker (removing and salvaging of sash windows, doors, plumbing and electrical; fixtures)

GROUP 4: Burning and welding in connection with laborers' work; joy drill model TWM-2A, gardener denver model DN 143 and similar type drills; track drillers, diamond core drillers, wagon drillers, mechanical drillers on multiple units; high scalers;

concrete pump; heavy duty vibrator with stinger 5" diameter or over; pipelayer, caulker and bander; pipelayer - waterline, sewerline, gasline, conduit; asphalt rakers
 GROUP 5: Blaster and powder, all work of loading, placing and blasting of all powder and explosive of any type, regardless of method used used for such loading and placing; asbestos removal; lead abatement, hazardous waste and material removal.
 GROUP 6: Nozzlemen, Rodman
 GROUP 7: Gunmen, Materialmen
 GROUP 8: Reboundmen
 GROUP 9: Landscaper

 LABO0872D 07/01/1999

Rates Fringes
 CLARK, ESMEERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half, including Highway #6)

LABORERS:

Group 1	21.33	6.46
Group 2	21.54	6.46
Group 3	21.64	6.46
Group 4	21.73	6.46
Group 5	21.83	6.46
Group 6	21.64	6.46
Group 7	18.33	6.46

30 - 50 Miles From City Hall, Las Vegas \$1.50 above the base rate.

1
 2 50 - 70 Miles From City Hall, Las Vegas \$2.50 above the base rate.

4
 5 Over 70 Miles From City Hall, Las Vegas \$3.00 above the base rate.

7
 8 Laughlin Area \$2.25 above the base rate.

9
 0 LABORER CLASSIFICATIONS

1
 2 Group 1: Dry Packing of concrete and filling of form-bolt holes;
 3 fine grader, highway and street paving, airport runaways and
 4 similar type heavy construction; gas and oil pipeline laborer;
 5 guinea chaser; laborer, general; construction or demolition
 6 laborer; packing rod steel and pans; laborers; temporary water
 7 lines (portable type); landscape gardener and nursery worker
 8 (must have knowledge of plant materials and how to plant them lay
 9 out plant arrangements to-follow the landscape plan); tarman
 0 and mortarman; kettleman; potman and worker applying asphalt
 1 lay-kold creosote, lime and similar type materials ("applying"
 2 means applying, dipping, brushing or handling of such materials
 3 for pipe wrapping and waterproofing); underground laborer,
 4
 5 including caisson bellowers; window cleaner; scaffold erector -
 6 (excludes tenders); fence erector - chain link; mortarless,
 7 barrier wall and/or retaining walls; mechanical stabilized
 8 earth wall; landscape decorative rock installer - ponds, water
 9 fall etc.; material handler - (incidental to trade).

0
 1 Group 2: Asphalt raker, ironer, spreader, Luteman, buggymobile

2 man; cement dumper (on 1 yard or larger mixers and handling bulk
 3 cement); cesspool digger and installer; chucktender (except
 4 tunnels); concrete core cutter; concrete curer, impervious
 5 membrane and oiler of all materials; concrete saw, excluding
 6 tractor type, cutting, scoring old or new concrete; gas and oil
 7 pipeline wrapper, pot tender and form; making and caulking of all
 8 non metallic pipe joints; operators and tenders of pneumatic and
 9 electric tools, vibrating machines, hand-propelled trenching
 0 machines, impact wrench, multiplate and similar mechanical tools
 1 not separately classified herein; operator of cement grinding
 2 machine; riprap stonepaver; roto-scraper; sandblaster (pot
 3 tender); scaler; septic tank digger and installer; tank
 4 scaler and cleaner; tree climber, faller, chain saw operator,
 5 pittsburgh chipper and similar type brush shredders

6
 7 Group 3: Cutting torch operator; gas and oil pipeline wrapper;
 8 gas and oil pipeline laborer, certified; jackhammer and/or
 9 pavement breaker, laying of all non-metallic pipe, including
 0 landscape sprinklers, sewerpipe, drain pipe, and underground
 1 tile; mudcutter; concrete vibrator, all sizes; rock slinger;
 2 scaler (using Bos'n chair or safety belt or power tools);
 3 forklift (incidental to trade) a journeyman shall hold OSHA
 4 certification at time of referral.

5 Group 4: Cribber or shorer, lagging, sheeting, trenching bracing
 6 hand guided lagging hammer; head rock slinger; powder - blaster,
 7 all work of loading holes, placing and blasting of all powder and
 8 explosives of whatever type, regardless of method used for such
 9 loading and placing; sandblaster (nozzle operator); steel
 0 headerboard

1
 2 Group 5: Driller (core, diamond or wagon); joy driller model TW-
 3 M-2a, Gardener-Denver Model DH 143 and similar type drills (in
 4 accordance with memorandum of understanding between laborers and
 5 operating engineers dated Miami, Florida, February 3, 1954); Gas
 6 and oil pipeline fusion; gas and oil pipeline wrappers, 6" pipe
 7 and over-

8
 9 Group 6: Environmental specialist (asbestos abatement, lead
 0 abatement, Hazardous waste abatement, petro-chemical abate
 1 ment, radiation remediation.

2
 3 Group 7: Flag and Signal Person

4 -----

5
 6 LABO0872I 07/01/1999

7 Rates Fringes
 8 CLARK, ESMERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half,
 9 including Highway #6)

0
 1 LABORERS:
 2
 3 MINER AND BULLGANG

4

5 Group 1	23.07	7.48
6 Group 2	22.57	7.48
7 Group 3	22.32	7.48
8 Group 4	22.93	7.48

9 Group 5 22.57 7.48
 0
 1 30 - 50 Miles From City Hall, Las Vegas \$1.50 above the base
 2 rate.
 3
 4 50 - 70 Miles From City Hall, Las Vegas \$2.50 above the base
 5 rate.
 6
 7 Over 70 Miles From City Hall, Las Vegas \$3.00 above the base
 8 rate.
 9
 0 Laughlin Area \$2.25 above the base rate.

1
2 CLASSIFICATIONS

3
 4 Group 1: Shaft, Raise, Stope Miner
 5
 6 Group 2: Miner - Tunnel (Hardrock)
 7
 8 Group 3: BullGang, Mucker, Trackman
 9
 0 Group 4: Miner - Welder
 1
 2 Group 5: Pipe Jacking, Micro-Tunneling, Tunnel Boring Machine
 3 -----

4
5 PAIN0159F 07/01/1999

	Rates	Fringes
6 CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES		
7 PAINTERS:		
8 Brush, Roller, Paperhangers,		
9 Spray, Sandblasters, Pot		
0 Tender, Nozzleman, Tapers,		
1 Marbleizing, Metal Leafing		
2 Sign Painters, Acid Staining,		
3 Graining and Buffing	24.27	5.05
4 Structural Steel Paint and		
5 Sandblasting, Buffing Steel	24.62	5.05
6 Special Coating	25.27	5.05
7 Steeplejack	26.02	5.05
8 -----		

9
0
1
2 PAIN0567E 10/01/1999

	Rates	Fringes
3 CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT,		
4 LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE		
5 PINE COUNTIES		
6 PAINTERS:		
7 Brush and Roller	20.03	4.36
8 Spray; Paperhangers; and		
9 Sandblaster; Special Coatings		
0 Application - Brush	20.78	4.36
1 Structural Steel (not to in-		
2 clude stairways, tube steel,		

6	Q-decks & trust joints worked		
7	off powered lift in enclosed		
8	building); Steeplejack Brush/		
9	Spray over 40 feet with open		
0	space below; Special Coatings		
1	Application - Spray	21.03	4.36
2	Special Coatings Application -		
3	Spray Steel	21.28	4.36
4	Drywall Taper	21.28	4.36
5	Steeplejack - Taper, over		
6	40 ft. with open space	22.18	4.36
7	-----		
8			
9	PLAS0241G 10/01/1997		
0		Rates	Fringes
1	CHURCHILL, DOUGLAS, ELKO, ESERALDA, EUREKA, HUMBOLDT, LANDER,		
2	LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTIES		
3			
4	CEMENT MASONS		
5	Cement Masons	17.02	7.10
6			
7	Mastic. magesite and all		
8	composition masons	17.27	7.10
9	-----		
0			
1	PLAS0797G 07/01/1999		
2		Rates	Fringes
3	CLARK, ESERALDA, LINCOLN AND NYE COUNTIES		
4			
5	CEMENT MASONS:		
6			
7	0 to 30 Miles from City		
8	Hall in Las Vegas	24.23	6.55
9			
0	30 to 50 Miles from City		
1	Hall in Las Vegas	25.73	6.55
2			
3	50 to 70 Miles from City		
4	Hall in Las Vegas	26.73	6.55
5			
6	Over 70 Miles from City		
7	Hall in Las Vegas	27.73	6.55
8	-----		
9			
0	PLUM0350G 08/01/1999		
1		Rates	Fringes
2	CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,		
3	MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY		
4	COUNTIES, and NYE COUNTY (North of Hwy. #6 including the City of		
5	Tonopah)		
6			
7	PLUMBERS & PIPEFITTERS	22.95	9.95
8	-----		
9			
0	PLUM0525G 06/01/1999		
1		Rates	Fringes
2	CLARK, ESERALDA AND LINCOLN, COUNTIES; NYE COUNTY (South of Hwy.		

3 #6 including the City of Tonopah)

4

5 PLUMBERS & PIPEFITTERS 28.85 8.82

6 -----

7

8 ROOF0162D 03/01/1999

9 Rates Fringes

0 ROOFERS 17.78 3.17

1 -----

2

3 SHEE0026C 07/01/1998

4 Rates Fringes

5 CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,

6 MINERAL, PERSHING, STOREY, WASHOE, CARSON CITY AND NYE COUNTY

7 (North of the First Standard Parallel Line north of the 38th

8 Parallel)

9

0 SHEET METAL WORKERS 23.93 7.97

1 -----

2

3 * SHEE0088H 07/01/2000

4 Rates Fringes

5 CLARK, ESMEALDA, AND LINCOLN COUNTIES; NYE COUNTY (South of the

6 First Standard Parallel Line north of the 38th Parallel); WHITE

7 PINE COUNTY

8

9 SHEET METAL WORKERS 30.82 7.77

0 -----

1

2 TEAM0533A 01/01/1998

3 Rates Fringes

4

5 REMAINING COUNTIES AND NYE COUNTY (North of and including

6 highway #6)

7

8 TRUCK DRIVERS

9

0 All dump trucks (Single or

1 multiple dump units including

2 Semi's and Double and Transfer

3 units:

4

5 Under 4 yards (water level)

6

7 4 yards and under 8 yards

8 (water level) 16.62 7.40

9

0 3 yards & under 18 yards

1 (water level) 16.84 7.40

2

3 3 yards & under 25 yards

4 (water level) 17.05 7.40

5

6 25 yards & under 60 yards

7 (water level) 17.64 7.40

8

9 60 yards & under 75 yards

0 (water level)	19.08	7.40
1		
2 75 yards & under 100 yards		
3 (water level)	19.82	7.40
4		
5 100 yards & over (water		
6 level)	20.50	7.40
7		
8 150 yards & under 250 yards	22.50	7.40
9		
0 250 yards & under 350 yards	25.50	7.40
1		
2 Over 350 yards	27.00	7.40
3		
4 (Men regularly employed under-		
5 ground on tunnel work shall be		
6 paid forty-five (\$.45) cents per		
7 hour for such work, provided that		
8 such employment underground on		
9 tunnel work continues for one (1)		
0 or more hours)		
1		
2 Bulk cement spreader (with or with		
3 or without Auger) Use dump truck		
4 scales.		
5		
6 Bootman (a bootman when employed		
7 on such equipment shall receive		
8 the rate specified for the		
9 classification of road oil trucks		
0 or bootman).		
1		
2 Transit Mix, Manufactures Rating:		
3		
4 Under 8 yards	17.05	7.40
5		
6 8 yards & including 12 yards	17.16	7.40
7 Over 12 yards	17.38	7.40
8		
9 Transit Mix with boom shall		
0 receive \$.12-1/2 cents per		
1 hour above the appropriate		
2 yardage classification rate		
3		
4 of pay when such boom is used.		
5		
6 Water Trucks:		
7		
8 Up to 2,500 gallons	16.84	7.40
9		
0 2,500 gallons & over	17.05	7.40
1		
2 Jetting truck (use		
3 appropriate water truck rate.		
4		
5 DW20's and 21's and other		
6 similar cat type, Terra cobra,		

7 Le Tourneau pulls, Tournerocker,		
8 Euclid and similar type equip-		
9 ment when pulling Aqua/pak, Water		
0 tank trailers and fuel and/or		
1 Grease Tank trailer or other		
2 miscellaneous trailers (except		
3 as defined under dump trucks.	17.33	7.40
4		
5 Heavy Duty Transport (High bed)	17.22	7.40
6		
7 Heavy Duty Transport (Gooseneck		
8 Low Bed)	17.22	7.40
9		
0 Tiltbed or Flatbed Pull Trailers	17.22	7.40
1		
2 Bootman, combination bootman and		
3 road oiler	17.11	7.40
4		
5 Flat Rack (2 or 3 axle unit)	14.94	7.40
6		
7 Bus and Manhaul drivers:		
8		
9 Up to 18,000 lbs. (single		
0 unit)	16.67	7.40
1		
2 18,000 lbs & over (single		
3 unit)	16.78	7.40
4		
5 Helicopter Pilot (when trans-		
6 porting men or materials)	30.66	7.40
7		
8 Industrial Lift truck (use		
9 appropriate flat rack rate		
0 (mechanical tailgate)		
1		
2 Lift Jitneys & Fork Lift	16.89	7.40
3		
4 Winch Truck & "A" Frame Drivers:		
5 Under 18,000 lbs.	16.78	7.40
6 18,000 lbs. & over	16.89	7.40
7		
8 Warehouse Spotters	16.23	7.40
9 Teamsters Warehouse Clerk	16.84	7.40
0		
1 Tire Repairman	16.55	7.40
2		
3 Truck Repairman	17.05	7.40
4		
5 Pick-up Truck & Pilot Cars		
6 (Job Site)	14.74	7.40
7		
8 Pick-up Truck & Pilot Car		
9 (over the road)	16.73	7.40
0		
1 Truck Oil and Greaser	16.78	7.40
2		
3 Fuel Truck Driver	16.78	7.40

4
 5 Fuel Man & Fuel Island Man 16.78 7.40
 6
 7 When on grease and fuel truck,
 8 an Engineer Oil and Teamster
 9 Oil, work interchangeable
 0 servicing trucks and other
 1 equipment, The wage rate shall
 2 be identical.
 3
 4 AREA 1: All that area falling within fifty (50) road miles of
 5 either the Carson City or Washoe County Courthouse shall be
 6 considerer a free area.
 7
 8 AREA 2: All work falling between fifty (50) and (150) road miles
 9 of the Washoe County Courthouse shall be computed at and
 0 additional \$1.50 per hour.
 1
 2 AREA 3: All work falling between one hundred and fifty (150)
 3 and three hundred (300) road miles of the Washoe County
 4 Courthouse shall be computed at additional \$2.00 per hour.
 5
 6 AREA 4: Any work performed in excess of three hundred (300)
 7 road miles of the Washoe County Courthouse shall be computed
 8 at \$3.00 per hour.

9 -----
 0

1 TEAM0631A 07/01/1999

2 Rates Fringes
 3 CLARK, ESMEALDA, LINCOLN COUNTIES AND NYE COUNTY (South of and
 4 excluding Highway #6)

5
 6 TRUCK DRIVERS:

7			
8	GROUP 1:	21.35	7.12
9			
0	GROUP 2:	21.46	7.12
1			
2	GROUP 3:	21.67	7.12
3			
4	GROUP 4:	21.85	7.12
5			
6	GROUP 5:	22.00	7.12
7			
8	GROUP 6:	22.35	7.12
9			

0 30 - 50 Miles from City Hall, Las Vegas \$1.00 above the base
 1 rate.

2 50 - 70 Miles from City Hall, Las Vegas \$2.00 above the base
 3 rate.

4 70 - 80 Miles from City Hall, Las Vegas \$3.00 above the base
 5 rate.

6 Over 80 Miles from City Hall, Las Vegas \$3.50 above the base
 7 rate.

8 Laughlin and Mesquite Areas, \$3.00 above the base rate.

9
 0 Group 1: Dump trucks (less than 12 yards water level); trucks

1 (legal payload capacity less than 15 tons); water and fuel
2 trucks (under 2500 gallons); pickups; service; drivers of busses
3 (on jobsite used for transportation of up to 25 passengers);
4 teamster equipment (highest rate for dual craft operation);
5 working flat rack driver.

6
7 Group 2: Dump trucks (12 yards but less than 16 yards water
8 level); trucks (legal payload capacity between 15 and 20 tons);
9 transit mix trucks (under 3 yds.; dumpcrete trucks (less than
0 6-1/2 yds. water level); gas and oil pipeline working truck
1 drivers; including winch truck and all sizes of trucks; water
2 and fuel truck drivers (2,500 gallon to 4,000 gallon); truck
3 greaser; drivers of busses (on jobsite used for transportation
4 of more than twenty-five (25) passengers); warehouse clerk.

5
6 Group 3: Dump trucks (16 yds. up to and including 22 yds. water
7 level); driver of trucks (legal payload cap. 20 tons but less
8 than 30 tons); dumpster trucks; drivers of transit-mix trucks
9 (3 yds. but less than 6 yds.); dumpcrete trucks (6-1/2 yds.
0 water level and over); fork lift driver; ross carrier driver;
1 highway water and fuel drivers (4,000 gallons but less than
2 6,000 gallons); stock room clerk; tireman.

3
4 Group 4: Transit-mix trucks (6 yds. or more); dump trucks
5 (over 22 yds. water level); trucks (legal payload capacity
6 30 tons and over); fuel and water trucks (6,000 gallons and
7 over).

8
9 Group 5: Drivers of trucks and trailers in combination
0 (seven axles or more).

1
2 Group 6: All offroad equipment; truck repairmen and drivers
3 of road oil spreader trucks; D.W. 10 and D.W. 20 euclid-type
4 equipment, letourneau pulls, terra cobras and similar types of
5 equipment; also PB and similar-type trucks when performing work
6 within Teamsters' jurisdiction, regardless of types of
7 attachment including power unit pulling off highway belly dumps
8 in tandem.

9 -----
0
1 WELDERS - Receive rate prescribed for craft performing operation
2 to which welding is incidental.

3 =====
4
5 Unlisted classifications needed for work not included within
6 the scope of the classifications listed may be added after
7 award only as provided in the labor standards contract clauses
8 (29 CFR 5.5(a)(1)(v)).

9 -----
0 In the listing above, the "SU" designation means that rates
1 listed under that identifier do not reflect collectively
2 bargained wage and fringe benefit rates. Other designations
3 indicate unions whose rates have been determined to be
4 prevailing.

5
6 WAGE DETERMINATION APPEALS PROCESS

7

8 1.) Has there been an initial decision in the matter? This can
9 be:

- 0
1 * an existing published wage determination
2 * a survey underlying a wage determination
3 * a Wage and Hour Division letter setting forth a
4 position on a wage determination matter
5 * a conformance (additional classification and rate)
6 ruling
7

8 On survey related matters, initial contact, including requests
9 for summaries of surveys, should be with the Wage and Hour
0 Regional Office for the area in which the survey was conducted
1 because those Regional Offices have responsibility for the
2 Davis-Bacon survey program. If the response from this initial
3 contact is not satisfactory, then the process described in 2.)
4 and 3.) should be followed.
5

6 With regard to any other matter not yet ripe for the formal
7 process described here, initial contact should be with the Branch
8 of Construction Wage Determinations. Write to:

9
0 Branch of Construction Wage Determinations
1 Wage and Hour Division
2 U. S. Department of Labor
3 200 Constitution Avenue, N. W.
4 Washington, D. C. 20210
5

6 2.) If the answer to the question in 1.) is yes, then an
7 interested party (those affected by the action) can request
8 review and reconsideration from the Wage and Hour Administrator
9 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

0
1 Wage and Hour Administrator
2 U.S. Department of Labor
3 200 Constitution Avenue, N. W.
4 Washington, D. C. 20210
5

6 The request should be accompanied by a full statement of the
7 interested party's position and by any information (wage payment
8 data, project description, area practice material, etc.) that the
9 requestor considers relevant to the issue.
0

1 3.) If the decision of the Administrator is not favorable, an
2 interested party may appeal directly to the Administrative Review
3 Board (formerly the Wage Appeals Board). Write to:

4
5 Administrative Review Board
6 U. S. Department of Labor
7 200 Constitution Avenue, N. W.
8 Washington, D. C. 20210
9

0 4.) All decisions by the Administrative Review Board are final.

1 END OF GENERAL DECISION

LOWER FLAMINGO DIVERSION CHANNEL

DACW0900-B-0012

RED ROCK DETENTION BASIN

W00B0001

00850 - 1

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SECTION 01200

GENERAL REQUIREMENTS

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1 (1983) Construction and Industrial Plywood

FEDERAL SPECIFICATIONS (FS)

FS FF-B-575 (Rev C) Bolts, Hexagon and Square

FS FF-N-105 (Rev B; Am 3, Int Am 4; Notice 1) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought

FS FF-N-836 (Rev D; Am 2) Nut, Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat

FS MM-L-751 (Rev H) Lumber; Softwood

FS TT-P-1510 (Rev A, Am 1) Paint, Latex, Exterior for Wood Surfaces, White and Tints

FS TT-P-001984 (Basic) Primer Coating, Latex Base, Exterior (Undercoat for Wood), White and Tints

1.2 PROJECT FACILITIES

The Contractor shall construct and/or erect the following project facilities as soon as possible and not less than 15 calendar days after notice to proceed.

1.2.1 Construction Signs

The signs shall include the following:

- a. Project Signs: One Project Sign at location designated by the Contracting Officer.

b. Warning Signs: Facing approaching traffic on all haul roads crossing under overhead power transmission lines.

c. Hard Hat Signs: Ten hard hat signs at locations directed.

1.2.2 Bulletin Board

Bulletin board shall be erected at the Contractor's office.

1.2.3 Sanitary Facilities

Suitable sanitary facilities shall be provided and maintained by the Contractor.

2 PRODUCTS

2.1 CONSTRUCTION SIGNS

2.1.1 Materials

2.1.1.1 Lumber

FS MM-L-751, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

2.1.1.2 Plywood

DOC PS 1, grade A-C, Group 1, exterior type.

2.1.1.3 Bolts, Nuts and Nails

Bolts shall conform to FS FF-B-575, nuts shall conform to FS FF-N-836, and nails shall conform to FS FF-N-105.

2.1.1.4 Paints and Oils

Paints shall conform to FS TT-P-001984 for primer and FS TT-E-1510 for finish paint and lettering.

3 EXECUTION

3.1 CONSTRUCTION OF SIGNS

3.1.1 Project and Hard Hat Signs

Constructed as detailed in Figures 1, 1A, 2, 3 and Safety Signs. Decals signs will be furnished by the Contracting Officer.

3.1.2 Warning Signs

Constructed of plywood not less than 1/2 inch thick and shall be securely bolted to the supports with the bottom of the sign face 3 feet above the ground. The sign face shall be 24 in. x 48 in., all letters shall be 4 in. in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

3.2 PAINTING SIGNS

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

3.3 PROJECT ENGINEERS'S OFFICE EQUIPMENT

Contractor shall provide computer software (3.5" floppy disc size) to the Contracting Officer for the type of scheduling system to be used and quantity/fill programs for tracking or estimating bid quantities during construction. Scheduling software must be capable of downloading completely to the COE Standard Data Exchange Format. The Contractor shall utilize a hand held radio system for communication between the Contractor's quality control representative and the Government's quality assurance representative. Radio equipment for the Governments use shall include a hand held radio, two batteries and one charger. The Contractor shall provide Government personnel with the following equipment for the duration of the contract: 1 Cellular telephone with voice mail, 2 nickel cadmium batteries, 1 desk top charger, 1 travel charger, and 400 minutes of air time per month or portion thereof.

3.4 BULLETIN BOARD

A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

3.5 MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES

The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of work under this contract, the facilities covered under this section will remain the property of the Contractor and shall be removed from the site at his expense.

3.6 UNSATISFACTORY AND SCRAP MATERIAL

Materials characterized as unsatisfactory soil in accordance with Section 02200 EXCAVATION and materials indicated to be removed and not indicated to be salvaged, stored or reinstalled are designated as scrap shall become the property of the Contractor and be removed from the site of work. The Contractor by signing this contract hereby acknowledges that he made due allowance for value, if any, of such scrap in the contract price.

3.7 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

Should the Contractor or any of his employees in the performance of this contract find or uncover any archaeological remains, he shall notify the Project Engineer immediately. Such notifications will be a brief statement in writing giving the location and nature of the findings. Should the discovery site require archaeological studies resulting in delays and/or

additional work, the Contractor will be compensated by an equitable adjustment under the CONTRACT CLAUSES of the contract.

3.8 PROTECTION OF EXISTING WORK

Before beginning any cutting or removal work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to such work to remain in place, to be reused, or to remain the property of the Government, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this contract.

3.9 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

3.9.1 General

The approximate location of all railroads, pipe lines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

3.9.2 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others", respectively. Utilities shown on the plans and not so designated will be left in place and be subject to the provisions of the CONTRACT CLAUSE: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation at no additional cost to the Government.

3.9.3 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

3.9.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

3.9.5 Notices

3.9.5.1 Utilities To be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

3.9.5.2 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

3.9.5.3 Disposal Site

Excess Satisfactory excavated materials not utilized as part of the construction shall be crushed or processed to maximum particle size of 3/4 of lift thickness, hauled, placed, and compacted in the disposal site per lines and grades shown on drawing sheet 30. Unsatisfactory soils and materials designated as scrap shall be removed from project site and disposed according to paragraph 3.6 of this section. The Contractor shall indicate the approximate quantities of material he proposes to place in disposal site. In addition to the above requirements, the Contractor shall notify the Contracting Officer 24 hours in advance of the time he proposes to start operations in the disposal area, and 48 hours in advance of any work which he proposes to do in the disposal area on Saturday, Sunday or legal holidays.

3.9.5.4 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after any spill, regardless of quantity, including all personnel exposures. The Contractor shall submit a written notification not later than 7 calendar days after the initial notification. The written notification shall include the following:

- a. Item spilled, leaked or releases in an unauthorized manner (Identification, Quantity and Manifest Numbers).
- b. Whether the amount spilled, leaked or released in an unauthorized manner is EPA reportable and, if reported, a copy of the report.
- c. Exact location of the spill, leak or unauthorized release.

- d. Nature of exposure to personnel.
- e. Containment procedures initiated.
- f. Anticipated cleanup and disposal procedure.
- g. Disposal location of spill, leak or unauthorized release residue.

3.9.5.5 Environmental Assessment Requirement

In order to satisfy the Environmental Assessment for this project, the Contracting Officer is required to have a qualified biologist on site at all times while clearing and grubbing operations are in progress. The biologist will be provided by the government. The Contractor shall notify the Contracting Officer 14 calendar days prior to the start of clearing and grubbing activities so that a biological monitor shall be required to walk immediately in front of the Contractors= clearing and grubbing equipment to survey for the threatened desert tortoise. For scheduling purposes, the Contractor shall coordinate and complete all clearing and grubbing activities within one-four workday period.

3.9.6 Restrictions

3.9.6.1 Representatives of Other Agencies

Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

3.9.6.2 Traffic Control Plan

The Contractor shall develop a Traffic Control Plan and obtain an approval from the Clark County Department of Public Works prior to construction. The plan shall include vehicular detour plans, details of truck haul routes, details of roadway restriping and signage for vehicular circulation, and parking details.

3.9.6.3 Existing Roads

The work shall be planned in such a manner that traffic on the existing roads outside actual construction areas and through the construction area shall be maintained at all times. The work area shall be examined carefully relative to the order and scope of work to be performed, with respect to the limiting provisions of the plans and specifications. The construction schedule shall be prepared giving full consideration to not impacting and maintaining traffic on existing roads outside and through the construction area. Additional work on the existing roads may be done by others during the life of this contract.

3.9.6.4 Access and Haul Roads

Plans shall be submitted for approval for all proposed access and haul roads, whether within or outside the limits of the construction area, at least 15 calendar days prior to construction of such roads. The plans shall indicate width of road, direction of traffic, road markings, type of guardrail, curves, grades, runouts, and other information in sufficient

detail for studying safety of the proposed roads. Haul roads shall be proposed so that use of existing residential streets and roads are minimized.

3.9.6.5 Public and Private Access Roads

When it is necessary for heavy equipment to operate on or to cross project roads or arterial roads, flaggers, signs, lights and/or other necessary safeguards shall be furnished to safely control and direct the flow of traffic. When it is necessary to operate on existing roads outside the construction area, all necessary permits shall be obtained from the appropriate private or public authority. Work shall be conducted in such manner so as to obstruct and inconvenience traffic on existing roads outside the construction limits as little as possible. Spillage of earth, dusty materials, boulders, and mud on project roads or other road will not be permitted. If spillage cannot be prevented, the spillage shall be immediately removed and such areas shall be kept clear throughout the workday. At the conclusion of each workday, such traveled areas shall be cleared of spillage, boulders, and mud.

3.9.6.6 Maintenance of Roads

All haul and access roads, within the construction area, including the borrow areas, shall be maintained to provide vehicular access for the Government's vehicles and the Contractor's vehicles and equipment. Road maintenance shall include rock/mud slides, washouts, and any incident which would restrict vehicular/equipment access. Prior to any alterations of any road alignment, the Contractor shall receive an approval from the Contracting Officer. Road maintenance and alterations shall be performed by the Contractor at no additional cost to the Government.

3.9.6.7 Traffic Safety

In accordance with CONTRACT CLAUSE: ACCIDENT PREVENTION, signs, barricades, and warning devices shall be provided, installed, and maintained as are required for protection of vehicular traffic at any location where operations interfere with public roads. Signs, barricades, lights, and signals, shall be in conformance with Part VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

3.9.6.8 Rock and Gravel

Rock and gravel for use on haul roads and other facilities may be obtained from any source with the excavation limits or stockpiles within the project boundaries not designated for other use. The use of any such source shall be subject to approval by the Contracting Officer.

3.9.6.9 Cooperation with Others

In addition to CONTRACT CLAUSE: OTHER CONTRACTS, agreements shall be made for cooperative use and maintenance of project road directly between the Contractors concerned and shall be subject to approval by the Contracting Officer. No maintenance shall be charged for its use of the roads. During the life of this contract, the Contractor is advised that the activities of other contractors will require access to portions of the Project Limits. These activities are listed at the end of this section under, SPECIAL

CONSTRUCTION REQUIREMENTS. The Contractor shall coordinate his activities and cooperate with other contractors as to not delay or interfere with their work.

3.9.6.10 Temporary Culverts

Temporary culverts shall be provided as required for road drainage. Temporary culverts shall be corrugated metal pipe of adequate diameter. Exact locations of the temporary culverts shall be subject to approval by the Contracting Officer.

a. All culverts within the construction area, including the borrow areas, shall be maintained to provide unrestricted flow through the culverts. Culvert maintenance shall include debris cleaning, repair of failures, and extension of culverts due to road alterations. Culvert maintenance shall be performed by the Contractor at no additional cost to the Government.

3.9.7 Working Hours

The Contractor shall restrict all construction activities to the following schedule:

Monday thru Friday	6:30 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 7:00 p.m.

No work will be permitted on Sundays or Federal Holidays without the prior written approval from the Contracting Officer.

3.9.8 Construction Water

There are no known developed sources for water at or in the immediate vicinity of the project site. The Contractor shall be responsible for obtaining water for construction purposes at no additional cost to the Government.

3.9.9 Lighting

The Contractor shall provide a minimum of 5 foot-candle lighting intensity for all construction areas during the contract performance period.

3.9.10 Identification of Vehicles

All the Contractor's vehicles shall display suitable permanent identification.

3.9.11 Construction Method Observation

Any construction method, plant, or piece of equipment used on this contract shall not be considered proprietary, and can be inspected or photographed at any time by the Government, regulatory agencies, or any group approved by the Government.

3.9.12 Contractor's Equipment

The planned method of transportation and operation of cranes and other heavy equipment to be used in the performance of this contract shall be submitted

for approval by the Contracting Officer. The plan shall include the type, size, loadings of equipment, the proposed transportation routes, and work areas to be used on the project.

3.10 PUBLIC SAFETY

Attention is directed to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

3.11 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS

The OCCUPATIONAL SAFETY and HEALTH ACT (OSHA) STANDARDS for CONSTRUCTION (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and the Corps of Engineers General Safety and Health Requirements Manual, EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable.

3.11.1 Accident Reporting

In accordance with EM 385-1-1, the Contractor shall submit a written summary of worker's compensation claims which have been filled by worker's in connection with work on the project. The summary shall be submitted at the time when the work is approximately 50 percent complete and at project completion. The summary shall include all subcontractors. The Contractor's and subcontractor's compensation insurance carrier shall certify that the summaries are "correct and true".

3.12 PERMITS

3.12.1 General

Reference is made to the article of the contract entitled "Permits and Responsibilities", which obligates the Contractor to obtain all required licenses and permits.

3.12.2 Air Pollution Permit (APP)

The Contractor shall obtain an APP from the Clark County Health Department. For further information, contact Ms. Cynthia Mikes at telephone number (702) 383-1276.

3.12.3 National Pollutant Discharge Elimination System (NPDES) Permit

The Contractor shall obtain a NPDES permit from the United States Environmental Protection Agency (USEPA) under the Nation Wide Permit (NWP) program, which requires that a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and maintained on-site throughout the construction period. A copy of the plan will be submitted to the Contracting Officer. In accordance with the NWP, a minimum of two (2) days prior to the start of construction activities, the Contractor shall submit a Notice of Intent (NOI) with fees to the Nevada Division of USEPA. The NOI shall be submitted on the standard EPA Form 3510-6 (8-92), and copies shall be provided to the Contracting Officer. For further information, contact Mr. Robb Saunders at telephone number (702) 687-4670.

3.13 NOTICE OF PARTNERSHIP

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative it is anticipated that within 60 days of Notice to Proceed the Contractor's on-site project manager and the Government's Resident Engineer would attend a two day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshop of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and Government.

3.14 AS-BUILT DRAWINGS

3.14.1 General

The Contractor shall furnish 3 full size sets of as-built blueline prints for use in preparation of as-built drawings by the Government. The as-built prints shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work. In event the Contractor accomplishes additional work which changes the as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission. The prints shall show the following information, but not be limited thereto:

- a. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
- b. The location and dimensions of any changes within the building or structure.
- d. Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
- e. Correct elevations if changes were made in site grading.
- f. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- g. The topography and grades of all drainage installed or affected as a part of the project construction.
- h. All changes or modifications which results from the final inspection.

3.14.2 Options

Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built drawings.

3.14.3 Submittal to Contracting Officer for review and approval

Not later than two weeks after acceptance of the project by the Government, the Contractor shall deliver to the Contracting Officer 3 full size sets of blue-line prints marked up to depict as-built conditions. If upon review, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the Contracting Officer within ten (10) calendar days.

3.15 DISPOSAL SITES

3.15.1 Disposal Site

Excess satisfactory excavated natural material not utilized as part of the construction shall be hauled, placed and compacted in disposal site per lines and grades shown on drawing Sheet 30. Materials characterized as unsatisfactory soil in accordance with Section 02200 EXCAVATION shall become the property of the Contractor and shall be removed from the project site.

3.16 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 OCT 89)

- a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS
Work Days Based on five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
6	2	2	1	1	0	2	2	1	1	1	3	1	3

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in subparagraph b, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE: DEFAULT (FIXED PRICE CONSTRUCTION).

3.17 REQUIRED INSURANCE

The Contractor shall procure and obtain during the entire period of his performance under this contract the following minimum insurance:

a. General Public Liability insurance for bodily injury and property damage with minimum limits of \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury to or death, personal injury and property damage.

b. Automobile Liability insurance for bodily injury and property damage with minimum limits of \$1,000,000 combined single limit for each occurrence and \$1,000,000 annual aggregate.

c. Either Workman's Compensation or Employer's Liability insurance with a minimum limit of \$1,000,000.

d. The Contractor, in addition to the insurance required above, will name as an additional insured the following individuals or their legal successors;

Victoria E. Cook, Trustee of the Cook Family Trust, U/A/D
Norman J. and Myia F. Yahraus, Trustees of the N & M Yahraus Trust

In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits. County of Clark, a political subdivision of the state of Nevada, and Clark County Regional Flood Control District shall be named as additional insured parties and all policies issued in performance of work under this contract.

The Contractor does hereby agree to indemnify, defend, and save harmless Clark County and Regional Flood Control District from loss, damage, liability, costs, or expense to the proportionate extent caused by the Contractor, his employees, agents, or consultants and/or consultants arising out of its performance of this contract, including, but not limited to the negligent acts, errors, omissions, or intentional misconduct of the Contractor, its employees, agents or consultants and/or subconsultants in connection with this contract.

Contractor further does hereby agree, as a precaution to the performance of any work under this contract and as a precaution to any obligation of Clark County to make any payment under this contract, to provide Clark County with a certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with Nevada Revised Statute 616.280.

Contractor agrees to maintain required workers compensation throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, make another written request to SIIS for the provisions of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, Contractor agrees that owner may order the Contractor to stop work, suspend the contract or terminate the contract.

3.18 SPECIAL CONSTRUCTION REQUIREMENTS

The Contractor shall restrict his operation and adapt his construction schedule to accommodate the following:

3.18.1 PROJECT LIMITS

The Contractor's work, employee parking, operations, staging, equipment assembly and maintenance, and other on-site activities shall be restricted to actual areas of construction within the Project Limits. The Project Limits of the Lower Flamingo Diversion Channel are indicated on the drawings, and constitute the maximum limits of the construction area

available for Contractor's operations. The Project Limits are generally defined by the Right-of-Way (ROW) and adjoining Temporary Construction Easements (TCE) as shown on the plans, unless designated otherwise (either in the plans, in these Specifications or by the Contracting Officer). The Contractor shall be solely responsible for obtaining agreements with and acquisition from adjacent land owners, when additional land or access points are required to supplement the Contractor's operations or staging needs. No appurtenances or other public access facilities (either temporary or permanent) shall be constructed beyond the Project Limits.

3.18.2 ORDER OF CHANNEL CONSTRUCTION

Any continuation of the Contractor's operations in and access to those areas following issuance of the Notice to Proceed for the adjacent contract shall be requested in writing, and shall include:

1. a detailed critical-path scheduling diagram of the activities proposed,
2. a projected date of completion, and
3. a proposed method of coordination between potentially conflicting contract operations.

This information shall be reviewed by the Contracting Officer and if deemed acceptable, shall be approved by the Contracting Officer otherwise interim completions and restrictions listed below shall remain in effect.

3.18.2.1 Storm Runoff

In consideration of the potential for high-volume storm runoff occurring during the period of time when existing runoff patterns are disrupted, but the channel is not yet in service, the order of construction needs to be set to avoid significant erosive damage to elements of the project and existing facilities downstream.

The Contractor shall make all practical efforts to:

1. stage the construction of the channel from downstream to upstream (east to west), and
2. avoid long delays between excavation of the channel (and disruption of existing runoff patterns) and construction of the cast-in-place elements of the channel.
3. The Tropicana Detention Basin is an active flood control facility and at times during the construction of the Lower Flamingo Diversion Channel the Contractor should anticipate storm waters entering into the basin and corresponding work area(s) for the new channel. The potential high water elevation in the Tropicana Detention Basin is at an elevation of 698.00. Water ponding at this elevation may also travel back upstream into the new channel construction. The Contractor is responsible for protecting their new channel related work at all times during this contract.

3.18.2.2 Construction sequencing of RCB channel sections and Jones confluence.

The four RCB channel sections, the segment of the channel directly east of Jones Blvd. including the confluence and the Jones lateral shall be completed within 210 calendar days from the Lower Flamingo Diversion Channel notice to proceed. The RCB channel sections are located at Decatur Blvd. (Sta 14+57.095 to Sta 16+38.000), Russell Road (Sta 20+15.000 to Sta 20+82.000), Lindell Road (Sta 25+90.000 to Sta 26+35.000) and Jones Boulevard (Sta 33+63.526 to Sta 34+13.632). The Jones lateral is located at Jones Blvd. (Sta 5+88.425 to Sta 7+32.923). The open channel and confluence are located at Jones Blvd. (Sta. 33+63.526 to Sta 32+36.570). Priority on these features of work is necessary to meet Real Estate commitments and to restore normal traffic to these areas without delay.

3.18.2.3 Coordination with other Contractors and Agencies

1. Nevada Power is planning on expanding service in this area to include a new transmission line along Edmonds. Access to and through the channel site may be required at various times by Nevada Power or its contractors. The channel contractor shall be required to coordinate all construction activities with Nevada Power.
2. Road improvements for Jones Blvd are anticipated to commence in Feb 2001 under a separate contract administered by Clark County. These improvements which are actually on Jones south of Russell Road, will extend the current Jones alignment to the new Beltway to the south. Upon connecting Jones to the Beltway, the channel Contractor should anticipate a high volume traffic increase along the portion of Jones Blvd through the channel project right of way.
3. Improvements to Russell Road are anticipated to commence during the life of this contract via a separate contract administered by the Clark County. The Russell Road improvements will extend between Decatur and Rainbow Blvd to the west. The channel contractor shall be required to coordinate and share the common work areas between these contracts, to include the Edmonds/Russell crossing and the Disposal Site. The portion of the Disposal Site within the Russell Road alignment may require an early completion so as not to delay the separate Russell Road Clark County project. The Russell Road project is currently scheduled to commence in May 2001.

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SECTION 01270

MEASUREMENT AND PAYMENT

1 GENERAL

1.1 CONTRACT PRICE AND PAYMENT

The contract price and payment shall constitute full compensation as stated in the Contract Clause, CONTRACT PRICES - BIDDING SCHEDULES, for completion of the work. No separate payment will be made for any material or work covered in this specification, but not specifically mentioned as part of a bid item, and all costs into which the work pertains or considered incidental to all bid items. As stated on Contract Clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, the word "provided" shall be understood to mean "furnished and installed" when used in this section or elsewhere in the Technical sections.

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

2 TRAFFIC CONTROL.

Payment for traffic control will be made at the applicable contract price, which payment shall constitute full compensation for traffic control including but not limited to earthwork and grading, construction and removal of temporary roadways; providing safety barriers; providing traffic warning and control signs and lighting; stripping; flag men as required.

3 DIVERSION AND CONTROL OF WATER.

Payment for Diversion and Control of Water will be made at the applicable contract price, which payment shall constitute full compensation for maintaining the work area in a dry condition.

PART 4 CLEAR SITE AND REMOVE OBSTRUCTIONS.

Payment shall include all costs for clearing, removal, replacement, and restoration work (except work by others) including all existing obstructions within the construction work area. Except as otherwise specified, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation, and grubbing from within the Channel right-of-way and temporary construction easement; protection, replacement or restoration of existing structures and features indicated and disposal of all materials. Payment for Clear Site and Remove Obstructions will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

PART 5 EXCAVATION.**3.1 MEASUREMENT.**

A survey of the site shall be made prior to commencement of work, and all measurements will be based on this survey without regard to any changes in the site that may be made between the excavation lines and grades indicated on the drawings or staked in the field and the ground surfaces as indicated by the above mentioned survey. The quantity of directed excavation necessary for the removal of unsatisfactory foundation material as specified shall be included in the measurement of the excavation where the unsuitable soils are encountered. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measurement of plotted cross sections. The total quantity of excavated material for which payment will be made will be the theoretical quantity between the ground surface as determined by a survey and the grade and slope of the theoretical cross sections indicated. No allowance will be made for overdepth excavation or for the removal of any material outside the required slope lines. All excavation outside of excavation lines shown on the drawings will be considered as being for the convenience of the Contractor.

3.2 PAYMENT.

Payment will be made for costs associated with excavation for the channel at the applicable contract price, which payment shall constitute full compensation for excavating the channel, and other areas as indicated on the drawings, including shoring, rock removal, and cemented alluvium excavation; shaping and trimming of areas to receive concrete; crushing or otherwise processing, loading, stockpiling, hauling, and placing suitable materials for compacted fill; Including crushing/processing, loading, hauling, placing excess satisfactory excavated materials at disposal site shown on drawing sheet 30. Payment will not be included for excavation (including shoring) outside the excavation limits indicated on the drawings or staked in the field, and other excavation requirements for which separate payments are provided.

3.3 UNSATISFACTORY SOILS

No separate payment will be made for the excavation, hauling, and disposal of unsatisfactory soils. When such excavation is directed, payment

therefore will be included in the applicable contract price for the items of work under which the unsuitable soils are encountered. When there is no applicable contract item an adjustment will be made.

3.4 EXCAVATION FOR STRUCTURES

No separate payment will be made for excavation for structures. All costs therefore shall be included in the applicable contract item to which the work applies.

3.5 EXCAVATION FOR UTILITIES

No separate payment will be made for excavation for utilities. All costs therefore shall be included in the applicable contract item to which the work applies.

3.6 SHORING

When shoring is indicated or directed for items for which separate payment is made, payment will be included in the applicable contract price for the items of work under which the shoring is placed.

PART 6 FILLS.

3.7 MEASUREMENT.

Measurement for fills will be made between the excavation and structure lines and the fill limit lines, or between the ground lines and fill lines, as indicated or staked in the field. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measuring plotted cross sections.

3.8 PAYMENT.

3.8.1 Compacted Fill, Channel.

Payment for compacted fill will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

3.8.2 Compacted Fill, Disposal Site.

Payment for compacted fill disposal site will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

3.8.3 Fill for Structures.

No separate payment will be made for fill or backfill around structures. All such costs shall be included in the applicable contract prices for structure items to which the work applies.

3.8.4 Trenches.

No separate payment will be made for backfilling for utilities, side drains and confluences. All costs in connection therewith shall be included in the contract prices for items to which the work applies.

3.8.5 Subgrade Preparation.

No separate payment will be made for subgrade preparation and all costs in connection therewith shall be included in the contract prices for items to which the work applies.

PART 7 CONCRETE.

3.9 MEASUREMENT.

Measurement of concrete will be made on the basis of the actual volume, in cubic yards, of concrete within the pay lines of the concrete invert slab, walls, top slab, and slope protection as shown on the drawings. Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the pay lines of the structures. No deductions will be made for rounded or beveled edges or space occupied by metalwork, nor voids or embedded items which are either less than 0.15 cubic meter in volume or one-tenth of square meter in cross section. Concrete placed in items of work other than those specifically mentioned above, and concrete wasted or used for the convenience of the Contractor will not be included in measurement for payment.

3.10 PAYMENT.

Payment for the concrete items will be made at the applicable contract prices for the various items of the schedule, which payments shall constitute full compensation for labor, materials (except reinforcing steel for which separate payment is provided), joint sealant, forming, furnishing, curing, and for all equipment and tools to complete the concrete work. Embedded items shall be included in the cost of the concrete except when other payment is specifically provided. No payment will be made for concrete, as such, which is placed in structures for which payment is made on a lump sum basis.

3.10.1 Concrete, Invert Slab.

Payment for "concrete, invert slab" will be made at the applicable contract price, which shall constitute full compensation for all concrete placed for the invert slab of the channel, keys, and starter walls, complete.

3.10.2 Concrete, Side Slope.

Payment for "concrete, side slope" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed in the trapezoidal channel side slopes, excluding the cut-off walls, complete.

3.10.3 Concrete, Cut-off Wall.

Payment for "concrete, cut-off wall" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed in the cut-off walls along the trapezoidal channel (sta. 10+30.000 to sta. 11+20.000, complete.

3.10.4 Concrete, Walls.

Payment for "concrete, walls" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed above the starter walls in the vertical walls of the channel, the walls of the warped transition structures, complete.

3.10.5 Concrete, Transition

Payment for "concrete, transition" and all costs in connection therewith shall be included in the contract prices for "concrete walls" and "concrete, invert slab" or to the applicable contract price for which the work applies.

3.10.6 Concrete Overflows

Payment for the "concrete overflows" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed for concrete overflow, concrete drainage structure, concrete maintenance road, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; furnishing and placing aggregate base course, including the grouted stone for concrete overflow, complete except earthwork.

PART 8 TRAPEZOIDAL TO RECTANGULAR TRANSITION, STA. 11+20.000 to STA. 11+80.000

Payment for the "trapezoidal to rectangular transition" (Sta. 11+20.000 to Sta. 11+80.000) will be made at the applicable contract price, which payment shall constitute full compensation for the trapezoidal to rectangular transition except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, complete as shown on the drawings except for pipe safety hand rail, and chain link fencing.

PART 9 BOX CULVERT, STA. 14+57.095 to STA. 16+38.000

Payment for the "concrete box culvert (Sta. 14+57.095 to Sta. 16+38)" will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, and chain link fencing.

PART 10 INVERT ACCESS RAMP, STA. 18+14.686 to STA. 18+77.224

Payment for the "invert access ramp" also includes the adjacent open channel from Sta. 18+14.686 to Sta. 18+77.224. Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing,

finishing and curing concrete; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

PART 11 BOX CULVERT, STA. 20+15.000 STA. 20+82.000

Payment for the "concrete box culvert (Sta. 20+15 to Sta. 20+82)" will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert and head walls except earthwork, complete, including; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

PART 12 BOX CULVERT, STA. 25+90 to STA. 26+35

Payment for the "concrete box culvert (Sta. 25+90 to Sta. 26+35)" will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert except earthwork, complete, including , furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

PART 13 INVERT ACCESS RAMP, STA. 31+30.000 to STA. 31+82.773

Payment for the "invert access ramp" also includes the adjacent open channel from Sta. 31+30.000 to Sta. 31+82.773. Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

PART 14 CONFLUENCE/INVERT TRANSITION, STA. 32+63.570 to STA. 32+94.570

Payment for the "confluence/invert transition" (Sta. 32+63.570 to Sta. 32+94.570) will be made at the applicable contract price, which payment shall constitute full compensation for the confluence/invert transition except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing and double swing gate.

PART 15 BOX CULVERT, STA. 33+63.526 to STA. 34+13.632

Payment for the concrete box culvert (Sta. 33+63.526 to Sta. 34+13.632) will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing and double swing gate.

PART 16 JONES LATERAL, STA 5+88.425 to STA 7+32.923

Payment for Jones Boulevard lateral (Sta. 5+88.425 to Sta. 7+32.923) will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert and stub-outs except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings. The open channel (sta. 32+94.570 to sta. 33+22.682) adjacent to the Jones Lateral is not part of this bid item .

PART 17 REINFORCING STEEL

3.11 MEASUREMENT.

Measurement of reinforcing steel in metric tonnes (1,000 kilograms) is limited to reinforcement in concrete structures paid for on a cubic meters basis. Measurement will be made of the lengths of bars actually placed in the completed work in accordance with the plans and specifications, approved bar schedules, or as directed. The measured lengths will converted to weights for the bar numbers listed by the unit weights per linear foot contained in ASTI A 615. Steel in laps indicated on the drawings, in the specifications, or required by the Contracting Officer will be included in measurement for payment. No measurement will be made for the additional steel in laps which are authorized for the convenience of the Contractor. No measurement will be made of steel supports or spacers. All costs for furnishing and installing supports and spacers shall be included in the various structures requiring the reinforcement.

3.12 PAYMENT.

Payment for reinforcing steel will be made at the applicable contract price, which payment shall constitute full compensation for furnishing and installing steel reinforcement, complete. No payment will be made for steel reinforcement which is placed in structures for which payment is made on a lump sum basis.

PART 18 AGGREGATE BASE COURSE.

3.13 MEASUREMENT.

Measurement of aggregate base course will be by the metric tonne (1,000 kilograms) of aggregate base course placed within the lines and grades indicated on the drawings.

3.14 PAYMENT.

Payment for aggregate base course will be made at the applicable contract price which payment shall constitute full compensation for earthwork required for installation of aggregate base course, furnishing and placing the aggregate base course, complete, including subgrade preparation.

PART 19 ASPHALT CONCRETE PAVEMENT.

3.15 MEASUREMENT.

Measurement for asphalt concrete pavement will be by the metric tonne (1,000 kilograms) of asphalt concrete pavement placed within the lines and grades as indicated on the drawing.

3.16 PAYMENT.

Payment for asphalt concrete pavement will be made at the applicable contract price which payment shall constitute full compensation for asphalt concrete pavement in place, complete including tack coat, prime coat and appurtenant work except for aggregate base course. No payment will be made for excessive thickness.

PART 20 STONE PROTECTION**3.17 MEASUREMENT**

The quantity of stone to be paid for will be the number of metric tonne (1,000 kilograms), determined by scale weights, acceptably placed within the lines and grades shown on the drawings or directed by the Contracting Officer.

3.18 PAYMENT

Payment for Stone Protection, of the various types will be made at the applicable contract unit prices, per metric tonne (1000 kg), which prices shall constitute full compensation for obtaining and placing the materials, complete.

PART 21 WEEPHOLE SYSTEM.

Payment for the weephole system will be made at the applicable contract price, which payment shall constitute full compensation for materials, and installation of the weephole system, complete including applicable earthwork, drain aggregate, geotextile, form openings and appurtenances, complete.

PART 22 INVERT ACCESS LADDERS.

Payment for "invert access ladders" will be made at the applicable contract lump sum price, and shall be considered full payment for fabrication, assembly fittings, finishing, paint, and markings. Installation and all equipment, labor and fittings needed for such shall be considered incidental to the contract price for the concrete item to which the ladder is attached.

PART 23 SIDE DRAINS

Payment for side drain and stub-outs will be made at the applicable contract price, which payment shall constitute full compensation for the side drain and stub-outs, complete, as shown on the drawings, including earthwork; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete for the side drain junction structures and inlet structure; furnishing and placing concrete pipe, fittings and end sections; furnishing and placing riprap; and placing temporary pipe barriers for stub-outs. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided and no payment will be made under this item for inlets, grates, concrete, and concrete pipe for which separate payment is provided.

PART 24 ROAD DETOURS @ DECATUR BLVD.

Payment for "detour roads @ Decatur Blvd." will be made at the applicable contract lump sum price, and shall be considered full payment for saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; all required excavation and compacted fill; furnishing and placing the aggregate base course, complete, including subgrade preparation; asphalt concrete pavement in place, complete, including tack coat, prime coat and appurtenant work such as pavement markings; and traffic control and signage.

PART 25 UTILITIES @ DECATUR BLVD.

Payment for "utilities at Decatur Blvd." will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 26 ROAD DETOURS @ LINDELL BLVD.

Payment for "detour roads @ Lindell Blvd." will be made at the applicable contract lump sum price, and shall be considered full payment for saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; all required excavation and compacted fill; furnishing and placing the aggregate base course, complete, including subgrade preparation; asphalt concrete pavement in place, complete, including tack coat, prime coat, concrete approach slabs, curb and gutter, sidewalk, and appurtenant work such as pavement markings; and traffic control and signage.

PART 27 UTILITIES @ LINDELL BLVD.

Payment for "utilities at Lindell Blvd." will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 28 ROAD DETOURS @ JONES BLVD.

Payment for "detour roads @ Jones Blvd." will be made at the applicable contract lump sum price, and shall be considered full payment for saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; all required excavation and compacted fill; furnishing and placing the aggregate base course, complete, including subgrade preparation; asphalt concrete pavement in place, complete, including tack coat, prime coat and appurtenant work such as pavement markings; and traffic control and signage.

PART 29 UTILITIES @ JONES BLVD.

Payment for "utilities at Jones Blvd." will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 30 UTILITIES @ RUSSELL ROAD

Payment for "utilities at Russell Road" will be made at the applicable contract price, which payment shall constitute full compensation for

relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 31 CHAIN LINK FENCING.

3.19 MEASUREMENT.

Measurement of chain link fencing will be by the linear meters of chain link fencing constructed as shown on the drawings.

3.20 PAYMENT.

Payment for chain link fencing will be made at the applicable contract price, which payment shall constitute full compensation for chain link fencing, including posts with caps, rail, chain link fabric, stretcher bars, tension bands, wire ties, truss wire, sleeves, grout, grounding, and all incidentals, complete as shown on the drawings.

PART 32 PIPE SAFETY HAND RAIL

Payment for "PIPE SAFETY HAND RAIL" will be made at the applicable contract price which payment shall constitute full compensation for the pipe safety hand rail, including pipe railing and post, sleeves, coil chain gates, fabrication, grout or dry pack, grounding, and all incidentals, complete.

PART 33 DOUBLE SWING GATES.

3.21 MEASUREMENT

Measurement of double swing gates will be the number of double swing gates acceptably installed.

3.22 PAYMENT.

Payment for double swing gate will be made at the applicable contract price, which payment shall constitute full compensation for fabricating and installing the double swing gates, complete, including posts with caps, chain link fabric, frame members, tension bands, truss rods, stretcher bars, wire ties, truss wire, sleeves, hinges, grout, and all incidentals, complete, as shown on the drawings.

PART 34 SOIL STABILIZER

3.23 MEASUREMENT.

Measurement of "soil stabilizer" will be made on the basis of the actual area in square meters of exposed excavation and fill surfaces in the construction areas treated with soil stabilizer as indicated or directed.

3.24 PAYMENT

Payment for "soil stabilizer" will be at the applicable contract price, which payment shall constitute full compensation for the soil stabilizer including materials, processing, hauling, and placing, complete in place.

FIGURE 1
SAMPLE SPREAD SHEET

LOWER FLAMINGO DIVERSION CHANNEL,
CLARK COUNTY, CALIFORNIA

ITEM #	DESCRIPTION	TOTAL\$ AMOUNT	%	FED BE069	%	O.C. NON-FED FW090	%	S.B.C. NON-FED FW093	%	R.C. NON-FED FW092
1.	MOB & DEMOB	\$1,000,000.00	94.1797	\$941,7917.00	5.1044	\$51,044.00	0.4092	\$4,092.00	0.3067	\$3,067.00
2.	DIV &. CONTROL WA	\$2,000,000.00	94.1797	\$1,883,594.00	5.1044	\$102,088.00	0.4092	\$8,184.00	0.3067	\$6,134.00
3.	CLEAR SITE	\$1,000,000.00	94.1797	\$941,797.00	5.1044	\$51,044.00	0.4092	\$4,092.00	0.3067	\$3,067.00
4.	SCALING	\$2,000,000.00	94.1797	\$1,883,594.00	5.1044	\$102,088.00	0.4092	\$8,184.00	0.3067	\$6,134.00
5.	EXC, FOUND ALLU	\$5,000,000.00	94.1797	\$4,708,985.00	5.1044	\$255,220.00	0.4092	\$20,460.00	0.3067	\$15,335.00
6.	EXC, FOUND ROCK	\$5,000,000.00	94.1797	\$4,708,985.00	5.1044	\$255,220.00	0.4092	\$20,460.00	0.3067	\$15,335.00
						NON-FED VW090	%	NON-FED VW093	%	NON-FED VW092
7.	PROTECT-IN-PLACE	\$1,000,000.00			87.6999	\$876,999.00	7.0306	\$70,306.00	5.2695	\$52,695.00
8.	RELOCATE NEWPO	\$2,000,000.00			87.6999	\$1,753,998.0	7.0306	\$140,612.00	5.2695	\$105,390.00
0										

FIGURE 2
SAMPLE WORKSHEET

LOWER FLAMINGO DIVERSION CHANNEL
CLARK COUNTY, CALIFORNIA
EXPENDITURES FORCAST

	JAN 15 - FEB 15	FEB 15 - MAR 15	MAR 15 - APR 15
BEW9	\$5,660,000.00	\$7,540,000.00	\$9,420,000.00
FW090	\$310,000.00	\$410,000.00	\$520,000.00
FW093	\$30,000.00	\$40,000.00	\$50,000.00
FW092	\$20,000.00	\$30,000.00	\$40,000.00
VW090	\$62,000.00	\$53,000.00	\$44,000.00
VW093	\$5,000.00	\$5,000.00	\$4,000.00
VW092	\$4,000.00	\$4,000.00	\$3,000.00